

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Joint Escrow Instructions ("Agreement") is made 12/11, 2025 ("Effective Date"), by and between the **City of Manteca**, a California municipal corporation ("Purchaser"), and Bedquarters, Inc., ("Seller"), hereafter referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Seller is the owner of certain real property located at 103, 107, and 115 W. Yosemite Ave. in the City of Manteca, County of San Joaquin, California, Assessor's Parcel Numbers 217-210-49, 217-210-48, and 217-210-47, legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property").

B. Purchaser desires to purchase all of Seller's rights, title and interest in the Property from Seller, and Seller intends to sell all of his rights, title and interest in the Property to Purchaser, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration moving between the Parties, Seller and Purchaser agree as follows:

AGREEMENT

1. **Sale of Property.** Seller agrees to sell and convey the Property to Purchaser and Purchaser agrees to purchase the Property from Seller, subject to the terms and conditions set forth in this Agreement.

2. **Deposit and Purchase Price.**

2.1 **Deposit.** Within ten (10) business days following the full execution of this Agreement, Purchaser shall deliver a Deposit to Escrow Holder in the amount of Fifty Thousand Dollars (\$50,000.00) ("Deposit"). The Deposit shall be refundable during the Feasibility Period. If at the end of the Feasibility Period Purchaser has not terminated this Agreement in accordance with Section 6.4 hereof, the Deposit shall remain in Escrow and shall be applied to the Purchase Price at Close of Escrow, or in the event of a default or breach of this Agreement by Purchaser, shall constitute liquidated damages and Seller's sole remedy as provided in Section 12.2; provided, however, that if this Agreement is terminated prior to Close of Escrow due to a Seller default of this Agreement, the Deposit shall be returned to Purchaser.

2.2 **Purchase Price.** The purchase price to be paid by Purchaser to Seller for the Property is One Million Two Hundred Thousand Dollars (\$1,200,000.00) (the "Purchase Price"), the balance of which is to be paid in immediately available funds at Close of Escrow.

3. **Escrow.** Within five (5) business days following the full execution of this Agreement, an Escrow shall be opened with First American Title Company, Nichole Dean, located at 1437 Historical Plaza Way, Manteca, CA 95336 ("Escrow Holder"), by Purchaser delivering a copy of this fully executed Agreement to Escrow Holder. This Agreement shall, to the extent possible, act as Escrow instructions. The Parties agree to execute all further Escrow instructions required by Escrow Holder, which further instructions shall be consistent with this Agreement.



4. Closing. "Close of Escrow" is the date the Grant Deed conveying the Property from Seller to Purchaser is recorded in the Office of the San Joaquin County Recorder, which shall occur within 180 days (or sooner) after the end of the Feasibility Period, or on such other date as the Parties mutually agree in writing, subject to the terms of this Agreement.

5. Title. As soon as possible after the opening of Escrow, Seller shall provide Purchaser with a preliminary title report covering the Property issued by Escrow Holder (the "Preliminary Report"), along with legible copies of all recorded documents shown as exceptions to title in the Preliminary Report and a map containing any easement, rights-of-way, license, or other real property rights encumbering the Property to the extent available. Purchaser shall approve or disapprove any exceptions to title shown on the Preliminary Report in writing within fifteen (15) days after receipt by Purchaser of the Preliminary Report and copies of the recorded documents, or any supplemental report issued prior to the Close of Escrow. Seller shall notify Purchaser of whether Seller is willing to remove the items disapproved by Purchaser within fifteen (15) days after receipt of Purchaser's title objections. If Seller does not agree to remove any one or more of such disapproved exceptions prior to the expiration of said 15-day period, or if any additional items appear which would show as exceptions to title insurance in the title policy, and Seller fails to agree to remove the same within fifteen (15) days after Purchaser's notification to Seller of the same, Purchaser shall have the choice of: (i) terminating this Agreement and the Escrow, in which event neither Seller nor Purchaser shall have any further rights or obligations under this Agreement; or (ii) waiving such objection and completing the purchase called for in this Agreement. Purchaser shall approve or disapprove any exceptions to title shown on any subsequent or supplemental title reports in writing within five (5) days after receipt of such reports and copies of all recorded documents shown as exceptions to title on those reports.

6. Property Inspection and Feasibility Period.

6.1 Property Documents. Within ten (10) days after the Effective Date, Seller shall provide Purchaser copies of all studies, environmental reports, surveys, soils reports, and other reports and studies relating to the Property that are in its possession or under its control (collectively, "Property Documents"). Notwithstanding the foregoing, the Seller shall have no obligation to cause any of the Property Documents to be created or produced if such document does not already exist.

6.2 Feasibility Period. For a period of ninety (90) days from the Effective Date (the "Feasibility Period"), Purchaser may undertake, at Purchaser's expense, inspection and review of the Property, including, but not limited to, reasonable non-destructive inspections, investigations, tests, copies, verifications, assessments, surveys and studies as Purchaser considers reasonably necessary or desirable under the circumstances regarding the Property and its condition, which may include, without limitation, inspections regarding zoning, building codes and other governmental regulations; imposition of governmental obligations and assessments; architectural inspections; engineering tests; economic feasibility and marketing studies; availability of sewer, water, storm drain and other utilities; availability of roads, access and services; soils, seismic, engineering and geologic reports; non-destructive environmental assessments, studies, tests and reports; structural and mechanical systems inspections; and availability of permits, land use entitlements, development rights and approvals and other governmental approvals. All inspections shall be made at Purchaser's sole cost and expense and shall not unreasonably interfere with the Seller's use of the Property.

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6.3 Access. Access to the Property from the Effective Date through the Close of Escrow shall be given to Purchaser, its agents, employees, consultants, or contractors during normal business hours at reasonable times upon at least one (1) business days' notice to the Seller, at Purchaser's own cost and risk, for the purpose of conducting its due diligence investigation of the Property as set forth in Section 6. Purchaser shall restore the Property as a result of such investigations, and return the affected portion of the Property to its condition immediately prior to such investigation. Purchaser shall repair any damage to the Property caused by any of its inspections. Purchaser shall indemnify and defend the Seller against and hold the Seller harmless from all losses, costs, damages, liabilities, and expenses arising out of negligent or willful acts by Purchaser or its agents, employees, consultants, or contractors on the Property in connection with Purchaser's entry onto the Property or any activity thereon prior to the Close of Escrow except to the extent any such losses, costs, damages, liabilities, and expenses arise out of any negligent or willful act of the Seller or the Seller's agents, employees or contractors; provided however, Purchaser's discovery of or impact on an adverse condition or defect on or affecting the Property shall not trigger Purchaser's indemnification obligations. Purchaser's obligation to indemnify and defend the Seller shall survive closing or any other termination of this Agreement.

6.4 Termination. Purchaser may either give the Seller written notice that Purchaser (i) approves the condition and suitability of the Property, or (ii) disapproves the condition or suitability of the Property for any reason or no reason, which notice must be received by the Seller no later than 5:00 p.m. on the first business day after the expiration of the Feasibility Period. In the event that Purchaser fails to timely approve the condition and suitability of the Property pursuant to (i) above, such failure shall be deemed to be a disapproval of the condition and suitability of the Property in accordance with (ii) above. In the event Purchaser disapproves the condition and suitability of the Property, or is deemed to have disapproved the condition and suitability of the Property, as applicable pursuant to this Section 6.4, this Agreement shall terminate automatically, and: (i) the Seller and Purchaser shall execute and deliver to Escrow Holder cancellation instructions and all other documents that are reasonably required by Escrow Holder and/or the Seller in order to cancel this Escrow and release any interest of Purchaser in and to the Property; (ii) the Escrow Holder shall release the Deposit to Purchaser; and (iii) Escrow Holder shall return all documents to the applicable Party. If this Agreement is terminated pursuant to this Section 6.4, then neither Party shall have any rights or obligations arising out of this Agreement, except as otherwise set forth in this Agreement.

7. Property Condition.

7.1 Purchaser acknowledges that Purchaser is conducting its own investigation of the Property, and (except for the express representations and warranties contained herein) Purchaser is relying solely on such investigations, inspections and evaluations of such Property in making its decision to consummate the transaction contemplated by this Agreement, and not on any information provided or to be provided by Seller. Purchaser hereby expressly acknowledges that Purchaser shall be solely responsible for determining the status and condition of the Property, including land use, zoning, building and other governmental regulations, and physical, geological and environmental conditions.

7.2 Seller has requested Purchaser to fully inspect the Property and investigate all matters relevant thereto to Purchaser's complete satisfaction, and Purchaser shall so inspect and investigate the Property to Purchaser's satisfaction. Purchaser shall rely solely upon the results of Purchaser's own inspections or other information obtained or otherwise available to Purchaser, rather than any information that may have been provided by Seller.

SELLER MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS, ALL REPRESENTATIONS OR WARRANTIES AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF ANY REPORTS, MATERIALS, DATA OR OTHER INFORMATION SUPPLIED TO PURCHASER BY SELLER OR ITS OFFICERS, DIRECTORS, MANAGERS, AGENTS, ADVISORS, OR ASSET MANAGERS IN CONNECTION WITH PURCHASER'S INSPECTION OF THE PROPERTY (E.G., THAT SUCH MATERIALS ARE COMPLETE, ACCURATE OR THE FINAL VERSION THEREOF, OR THAT SUCH MATERIALS ARE ALL THOSE IN SELLER'S POSSESSION). IT IS THE PARTIES' EXPRESS UNDERSTANDING AND AGREEMENT THAT ALL SUCH MATERIALS ARE PROVIDED ONLY FOR PURCHASER'S CONVENIENCE IN MAKING ITS OWN EXAMINATION AND DETERMINATION PRIOR TO THE APPROVAL DATE (AS HEREINAFTER DEFINED) AS TO WHETHER IT WISHES TO PURCHASE THE PROPERTY, AND, IN DOING SO, PURCHASER SHALL RELY EXCLUSIVELY ON ITS OWN INDEPENDENT INVESTIGATION AND EVALUATION OF EVERY ASPECT OF THE PROPERTY AND NOT ON ANY MATERIALS SUPPLIED BY SELLER OR SELLER'S AGENT(S). PURCHASER EXPRESSLY DISCLAIMS ANY INTENT TO RELY, AND ANY RELIANCE, ON ANY SUCH MATERIALS PROVIDED TO IT BY SELLER OR SELLER'S AGENT(S) IN CONNECTION WITH ITS INSPECTION AND AGREES THAT IT SHALL RELY SOLELY ON ITS OWN INDEPENDENTLY DEVELOPED OR VERIFIED INFORMATION.

7.3 Purchaser waives and releases Seller from any present or future claims, including claims for punitive and/or consequential damages, arising from or relating to the presence or alleged presence of asbestos or harmful or toxic substances in, on, under or about the Property including, without limitation, any claims under or on account of (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as the same may have been or may be amended from time to time, and similar state statutes, and any regulations promulgated thereunder, (ii) any other federal, state or local law, ordinance, rule or regulation, now or hereafter in effect, that deals with or otherwise in any manner relates to, environmental matters of any kind, or (iii) this Agreement or the common law. Purchaser hereby releases Seller and Seller's officers, directors, shareholders, investors, members, partners, managers, affiliates, and their respective employees, agents and assigns ("Seller Released Parties") from any and all claims, demands, causes of actions, losses, damages, liabilities, costs and expenses (including attorneys' fees whether suit is instituted or not), whether known or unknown, liquidated or contingent (hereinafter collectively called the "Claims") arising from or relating to the Property, including, without limitation, the environmental and other physical conditions affecting the Property. The release set forth in this Section specifically includes, without limitation, any claims under any environmental laws of the United States, the state in which the Property is located or any political subdivision thereof or under The Americans With Disabilities Act of 1990, as any of those laws may be amended from time to time and any regulations, orders, rules of procedure or guidelines promulgated in connection with such laws, regardless of whether they were in existence on the date of this Agreement, provided, however, that the foregoing release shall not be applicable to: (i) any Claims arising out of or otherwise relating to the breach by Seller of any express representation, warranty or obligation contained in this Agreement; (ii) any Claims arising out of or otherwise relating to any physical injuries to third parties or damage to or loss of third parties' tangible property occurring prior to the Closing Date; (iii) any Claims arising out of the fraud of Seller. Purchaser acknowledges that Purchaser has been represented by independent legal counsel of Purchaser's selection and Purchaser is granting this release of its own volition and after consultation with Purchaser's counsel. In connection with such waiver and release, Purchaser expressly waives all rights under California Civil Code Section 1542, which provides that

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

7.4. **DISCLAIMER.** NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE OR ARE MADE AND NO RESPONSIBILITY HAS BEEN OR IS ASSUMED BY SELLER OR BY ANY OFFICER, DIRECTOR, PARTNER, PERSON, MEMBER, FIRM, AGENT, SHAREHOLDER, MANAGER, ADVISOR OR REPRESENTATIVE ACTING OR PURPORTING TO ACT ON BEHALF OF SELLER AS TO THE CONDITION OR REPAIR OF THE PROPERTY OR THE VALUE, EXPENSE OF OPERATION, OR INCOME POTENTIAL THEREOF OR AS TO ANY OTHER FACT OR CONDITION WHICH HAS OR MIGHT AFFECT THE PROPERTY OR THE CONDITION, REPAIR, VALUE, EXPENSE OF OPERATION OR INCOME POTENTIAL OF THE PROPERTY OR ANY PORTION THEREOF. ALL UNDERSTANDINGS AND AGREEMENTS HERETOFORE MADE BETWEEN THE PARTIES OR THEIR RESPECTIVE AGENTS OR REPRESENTATIVES ARE MERGED IN THIS AGREEMENT AND THE EXHIBITS HERETO ANNEXED, WHICH ALONE FULLY AND COMPLETELY EXPRESS THEIR AGREEMENT, AND THIS AGREEMENT HAS BEEN ENTERED INTO AFTER FULL INVESTIGATION, OR WITH THE PURCHASER SATISFIED WITH THE OPPORTUNITY AFFORDED FOR INVESTIGATION, NEITHER PARTY RELYING UPON ANY STATEMENT OR REPRESENTATION BY THE OTHER UNLESS SUCH STATEMENT OR REPRESENTATION IS SPECIFICALLY EMBODIED IN THIS AGREEMENT OR THE EXHIBITS ANNEXED HERETO. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO WHETHER THE PROPERTY CONTAINS ASBESTOS OR HARMFUL OR TOXIC SUBSTANCES OR PERTAINING TO THE EXTENT, LOCATION OR NATURE OF SAME.

7.5 **Parking Lot Conditions.** Seller shall update and repair the parking lot of the Property, pursuant to the specifications in **Exhibit C** attached hereto.

8. **Conditions of Closing.**

8.1 **Purchaser's Conditions of Closing.** The obligations of Purchaser under this Agreement to purchase the Property and accept title from Seller are subject to satisfaction of all of the conditions set forth in this Section 8.1. Purchaser may waive any or all of such conditions in whole or in part, but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Purchaser of any of its rights or remedies if Seller defaults in the performance of any covenant or agreement to be performed by Seller under this Agreement or if Seller breaches any representation or warranty made by Seller in this Agreement. If any condition set forth in this Section 8.1 is not fully satisfied or waived in writing by Purchaser, then Purchaser shall be released from all obligations to Seller under this Agreement.

8.1.1 **Title.** At Close of Escrow, Purchaser is conveyed good and marketable title to the Property, subject only to the exceptions permitted by Purchaser;

8.1.2 **Other Deliveries into Escrow.** Seller delivered into Escrow all other documents or instruments required by this Agreement;

8.1.3 **Seller's Representations.** Seller's representations and warranties are correct as of the date of this Agreement and as of the Close of Escrow;

8.1.4 Seller's Performance. Seller performs all obligations under this Agreement and the related documents executed or to be executed by Seller; and

8.1.5 Title Policy. Prior to Close of Escrow, Purchaser shall have received evidence that Escrow Holder's title insurer ("Title Company") is ready, willing, and able to issue, upon payment of Title Company's regularly scheduled premium, a CLTA or ALTA owner's policy of title insurance ("Title Policy"), to be determined by Purchaser prior to Close of Escrow, in the face amount of the Purchase Price with the endorsements Purchaser may require, showing title to the Property vested in Purchaser, subject only to exceptions permitted by Purchaser.

8.2 Seller's Conditions of Closing. The obligations of Seller under this Agreement to close the sale and convey the Property to Purchaser are subject to satisfaction of all of the conditions set forth in this Section 8.2. Seller may waive any or all of such conditions in whole or in part, but any such waiver shall be effective only if made in writing. No such waiver shall constitute a waiver by Seller of any of its rights or remedies if Purchaser defaults in the performance of any covenant or agreement to be performed by Purchaser under this Agreement or if Purchaser breaches any representation or warranty made by Purchaser in this Agreement. If any condition set forth in this Section 8.2 is not fully satisfied or waived in writing by Seller, then Seller shall be released from all obligations to Purchaser under this Agreement.

8.2.1 Other Deliveries into Escrow. Purchaser delivered into Escrow all other documents or instruments required by this Agreement;

8.2.2 Purchaser's Representations. Purchaser's representations and warranties are correct as of the date of this Agreement and as of the Close of Escrow;

8.2.3 Purchaser's Performance. Purchaser performs all obligations under this Agreement and the related documents executed or to be executed by Purchaser; and

8.2.4 Purchase Price. Purchaser deposits in Escrow the Purchase Price, together with all escrow and title costs and fees apportioned to Purchaser.

9. Close of Escrow.

9.1 Seller's Deposits. Seller shall deposit with Escrow Holder the following:

9.1.1 Grant Deed for Property. An original executed and acknowledged Grant Deed conveying the Property to Purchaser in the form attached hereto as Exhibit B; and

9.1.2 Additional Documents. Any other documents or funds required by Escrow Holder from Seller for the Close of Escrow in accordance with this Agreement.

9.2 Purchaser's Deposits. On or before the Close of Escrow, the following will be deposited with Escrow Holder:

9.2.1 Purchase Price. Full amount of Purchase Price by cashier's check, certified check, or wire transfer;

9.2.2 Closing Costs. Purchaser will deposit cash in the amount necessary to pay Purchaser's share of closing costs, as set forth in Section 9.3; and

9.2.3 Additional Documents. Purchaser will deposit any other documents or funds required of Purchaser to close Escrow in accordance with this Agreement.

9.3 Costs and Fees. Charges and expenses incurred in this transaction are to be borne by the Parties as follows:

9.3.1 The Parties shall equally divide the Escrow Holder's fees.

9.3.2 Seller shall pay the cost of the CLTA Title Policy, and Purchaser shall pay the cost of any endorsements, any additional costs for an ALTA Title Policy and any ALTA survey.

9.3.3 Seller shall pay city and county transfer taxes applicable to the transfer of title at Close of Escrow, if any.

9.3.4 Any miscellaneous costs shall be borne by the Parties according to custom in San Joaquin County.

9.3.5 All other taxes, assessments, utility charges, and any other charges and credits with respect to the Property shall be paid by Purchaser.

9.3.6 In the event of any termination of this Agreement or the failure of Escrow to close due to a default of a Party, as provided herein, then the defaulting Party shall pay any cancellation costs imposed by the Escrow Holder.

9.4 At Close of Escrow, Escrow Holder shall:

9.4.1 Record the Grant Deed;

9.4.2 Issue the Title Policy; and

9.4.3 Disburse funds.

10. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that:

10.1 Authority of Seller. Seller has the authority to own and convey the Property. This Agreement and all documents executed by Seller which are to be delivered to Purchaser at the Close of Escrow are, or at the time of Close of Escrow, will be duly authorized, executed and delivered by Seller. Seller has the legal right, power and authority to enter into this Agreement and to consummate this transaction.

10.2 Enforceability. This Agreement and all documents required to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

11. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller that:

11.1 Purchaser's Authority. Purchaser has the authority to purchase and accept the Property. This Agreement and all documents executed by Purchaser which are to be delivered to Seller at the Close of Escrow are, or at the time of Close of Escrow, will be duly authorized,

executed and delivered by Purchaser. Purchaser has the legal right, power and authority to enter into this Agreement and to consummate this transaction.

11.2 Enforceability. This Agreement and all documents required to be executed by Purchaser are and shall be valid, legally binding obligations of and enforceable against Purchaser in accordance with their terms.

12. Remedies Upon Default.

12.1 Default by Seller. In the event Seller defaults in the performance of any of Seller's obligations under this Agreement, Purchaser shall, in addition to any and all other remedies provided in this Agreement or by law or equity, have the right of specific performance against Seller. Seller shall not be in default under this Agreement unless Purchaser first provides to Seller written notice of default and Seller thereafter fails within five (5) days after receipt of such notice of default to either cure such default or, if such default cannot reasonably be cured within said 5-day period, diligently commence such actions reasonably necessary to cure such default within such five (5) day period, and thereafter, cures such default not later than ten (10) days after receipt of such notice of default.

12.2 Default by Purchaser.

IN THE EVENT ESCROW FAILS TO CLOSE AFTER THE EXECUTION DATE DUE TO A DEFAULT UNDER THIS AGREEMENT BY PURCHASER, SELLER SHALL BE ENTITLED, AS SELLER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT, TO TERMINATE THIS AGREEMENT AND RETAIN THE DEPOSIT MADE BY PURCHASER. IN ADDITION, PURCHASER SHALL DELIVER TO SELLER ALL REPORTS AND STUDIES CONDUCTED BY THIRD PARTIES ON BEHALF OF PURCHASER IN CONNECTION WITH ITS INVESTIGATION OF THE PROPERTY WITHOUT REPRESENTATION OR WARRANTY. THE PARTIES HAVE AGREED THAT SELLER'S ACTUAL DAMAGES, IN THE EVENT ANY ESCROW FAILS TO CLOSE AFTER THE EXECUTION DATE SOLELY DUE TO A DEFAULT BY PURCHASER, WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY PLACING THEIR INITIALS BELOW, THE PARTIES ACKNOWLEDGE THAT THE TOTAL AMOUNT OF THE DEPOSIT MADE BY PURCHASER HEREUNDER HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND AS SELLER'S EXCLUSIVE REMEDY AGAINST PURCHASER PRIOR TO CLOSE OF ESCROW ON THE PROPERTY.

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Seller's Initials

Purchaser's Initials

13. Attorneys' Fees. Should any litigation be commenced between the Parties hereto concerning the Property, this Agreement, or the rights and duties of either in relation thereto, the prevailing Party in such litigation shall be entitled, in addition to such other relief as may be granted, to its costs, including attorneys' fees, and costs for such litigation and for executing upon or appealing any judgment.

14. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of California. In the event of litigation arising under this Agreement, venue shall reside exclusively in the Superior Court of the County of San Joaquin.

15. Notices. All notices, demands, consents, requests or other communications required to or permitted to be given pursuant to this Agreement shall be in writing, shall be given only in

accordance with the provisions of this section, shall be addressed to the Parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered and received by the receiving Party (a) upon receipt when hand delivered, (b) upon receipt when sent by email to the address set forth below (with written confirmation of receipt from the sender), (c) upon the day of delivery if the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested (provided that, the sender has in its possession the return receipt to prove actual delivery), or (d) upon actual delivery if deposited with any commercially-recognized overnight carrier that routinely issues receipts (provided that, the sending party receives a confirmation of actual delivery from the courier). The addresses of the Parties to receive notices are as follows:

If to Purchaser:	City of Manteca 1001 W. Center St. Manteca, CA 95337 Attn: City Manager
If to Seller:	Bedquarters, Inc. <i>550 LEHR PLACE</i> <i>MANTeca CA</i> <i>95336</i> Attn: Steve Lewis

If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day. A Party may change or supplement the addresses given above, or designate additional addressees, for purposes of this section by delivering to the other Party written notice in the manner set forth above.

16. Entire Agreement. This Agreement and the documents referenced herein contain the entire agreement between the Parties and this Agreement shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors-in-interest.

17. Assignment. Neither Party may assign this Agreement or any rights created hereunder without the prior written consent of the other Party.

18. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the Parties.

19. Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving Party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

20. Construction. The section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the Parties to this Agreement.

The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

21. Merger. All of the terms, provisions, representations, warranties, and covenants of the Parties under this Agreement shall survive the Close of Escrow and shall not be merged in the Grant Deed or other documents.

22. Time of the Essence. Time is of the essence in this Agreement.

23. Successors. This Agreement shall inure to the benefit of and shall be binding upon the Parties to this Agreement and their respective successors.

24. Third-Party Rights. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties and their respective successors and permitted assigns, any rights or remedies.

25. Further Assurances. Seller and Purchaser agree to execute such additional documents and take such additional actions which are consistent with, and as may be reasonable and necessary to carry out the provisions of this Agreement.

26. Joint Drafting. Purchaser and Seller acknowledge that this Agreement was negotiated at arm's length, that independent counsel has represented each Party and that this Agreement has been drafted by both Parties and no one Party shall be construed as the draftsperson.

27. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same Agreement.

The Parties hereto have executed this Agreement as of the dates below.

PURCHASER:

City of Manteca
A Municipal Corporation, State of California

By: Toni Lundgren, City Manager

Date: _____

SELLER:

Bedquarters, Inc.



By: Steve Lewis

Date: 12/11/25

ATTEST:

Cassandra Candini-Tilton, City Clerk

Date: _____

APPROVED AS TO FORM:

Riana Daniel, Interim City Attorney

Date: _____

Exhibit A

(See Attached Legal Description of Property)

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Exhibit B

(See Attached Grant Deed)

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ATTACHMENT 2

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CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____, Notary Public,
personally appeared _____, who proved to me on
the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Exhibit A to Grant Deed

(See Attached Legal Description of Property)

Exhibit C

(parking lot specifications)